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DISTRICT COURT OF GUAM

JAN 10 2005

MARY L.M. MORAN
CLERK OF COURT

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BERMAN O'CONNOR MANN & SHKLOV
DANIEL J. BERMAN
ROBERT J. O'CONNOR
Suite 503, Bank of Guam Building
111 Chalan Santo Papa
Hagåtña, Guam 96910
Telephone: (671) 477-2778
Facsimile: (671) 499-4366

Attorneys for Defendant
Bruce Ansley

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF GUAM

HANSON PERMANENTE
CEMENT OF GUAM,

Plaintiff,

v.

KRAFTPAK LIMITED and
BRUCE ANSLEY, personally,

Defendants.

CIVIL CASE NO.: 04-00042

ANSWER OF DEFENDANT
BRUCE ANSLEY TO
PLAINTIFF'S COMPLAINT;
AFFIRMATIVE DEFENSES;
CERTIFICATE OF SERVICE

ANSWER OF DEFENDANT BRUCE ANSLEY

COMES NOW Defendant Bruce Ansley ("Ansley"), by and through its attorneys
Berman O'Connor Mann & Shklov, to answer and respond to the Complaint as follows:

1. Defendant Ansley admits that the allegations contained in paragraphs 2, 3, 4, 5, 6, 8,
9, 11, 18, 20, 25 and 27 are true.

2. Defendant Ansley denies that the allegations contained in paragraphs 1, 10, 13, 14,
15, 16, 19, 21, 22, 23, 26, 28, 30, 31, 33, 34, 35, 37, 39 and 40 are true.

ORIGINAL

1 3. With respect to paragraph 7, this answering Defendant admits the allegations as to
2 price but denies that the paragraph contains all the terms of the contract. For instance the
3 agreements called for minimum annual purchases.

4
5 4. With respect to paragraph 12, Defendant Ansley admits the allegations in the first
6 sentence are true but denies the remaining allegations in this paragraph are true.

7
8 5. With respect to incorporation paragraphs 17, 24, 29, 32, 36 and 38, Defendant Ansley
9 reincorporates its prior responses to the paragraphs referred to therein.

10
11 6. In the event there is any allegation in the complaint which this answering Defendant
12 failed to address above, then all such allegations are denied.

13
14 **AFFIRMATIVE DEFENSES**

15
16 1. The cause of action fails to state a claim upon which relief may be granted.

17
18 2. This action is barred in whole or in part by the applicable statute of limitations, statute
19 of repose, or other limitation on the bringing of suits.

20
21 3. The claims in the Complaint may be barred in whole or in part by res judicata, accord
22 and satisfaction, release and discharge, estoppel, failure to satisfy conditions precedent, breach
23 of contract, failure of consideration, release, payment, waiver, discharge and laches.

24
25 4. Defendant Ansley is not a party to any contract with Plaintiff.

26
27 5. This Court has no personal jurisdiction over Defendant Ansley.

6. Any damages that may be awarded to Plaintiff on an alter ego theory should be offset by any damages claimed by Defendant Kraftpak Limited in this action.

7. The Plaintiff has unclean hands.

8. Laches.

WHEREFOR Defendant Bruce Ansley prays that Plaintiff take nothing by its complaint, that judgment be entered in favor of Defendant Bruce Ansley and against Plaintiff, and that Defendant Bruce Ansley be awarded his reasonable attorney fees and costs.

Dated this 10 day of January, 2005.

Respectfully submitted,

BERMAN O'CONNOR MANN & SHKLOV
Attorneys for Defendant
BRUCE ANSLEY

Dave Bern

By: Daniel J. Berman

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